committed by the candidate Mr. Leong Kee Nyean of 17, Gopeng Road, Ipoh, in connection with his election and I therefore declare his election void. I shall certify accordingly to the Election Commission that the respondent has been guilty of a corrupt practice and that no other person has been proved to be guilty of a corrupt or illegal practice.

I will now hear any argument with regard to costs.

Order accordingly.

Solicitors: *S. Seenivasagam & Sons; Gibb & Co.*

KO TECK KIN v. WATKINSON

[A. C. J. (Buttrose J.) September 5, 1960]

[Singapore — District Court Appeal No. 6 of 1960]

Landlord and Tenant — Monthly tenancy — Notice to quit, validity of — Determination of tenancy in middle of current month.

In a monthly tenancy the period of the notice to quit, in the absence of special agreement, must correspond with the length of the tenancy and must determine at the end of a periodic month from the commencement of the tenancy.

Queen's Club Garden Estates Limited v. *Bignell* (1), and *Lemon* v. *Lardeur* (3) followed. *Simmons* v. *Crossley* (5) and *Khoo Soo Cheow* v. *Kam Teik Sean* (6) are no longer good law.

Cases referred to:—

(1) *Queen's Club Garden Estates Limited* v. *Bignell* 39 T.L.R. 496.

(2) *Precious* v. *Reedie* [1924] 2 K.B. 149; [1924] All E.R. Rep. 573.

(3) *Lemon* v. *Lardeur* [1946] K.B. 613; [1946] 2 All E.R. 329.

(4) *Hankey* v. *Clavering* [1942] 2 K.B. 326 at p. 330; [1942] 2 All E.R. 311, 314.

(5) *Simmons* v. *Crossley* [1922] 2 K.B. 95.

(6) *Khoo Soo Cheow* v. *Kam Teik Sean* (1912) 1 F.M.S.L.R. 87.

DISTRICT COURT APPEAL.

C. F. J. Ess for the appellant.

M. Karthigesu for the respondent.

Cur. Adv. Vult.

Buttrose J.: This is an appeal from a judgment of the Civil District Court dismissing the plaintiff's claim for one month's rent in lieu of notice.

The premises in question — No. 15C, Claymore Drive — were let by the plaintiff to the defendant on a monthly tenancy commencing on the 1st April 1959, at a rent of $300 per month payable in advance.

By letter dated the 20th August 1959 the defendant gave notice to the plaintiff of his intention to quit the premises on the 15th September 1959. The plaintiff by letter dated the 24th August 1959 informed the defendant that the notice to quit was not acceptable as a full calendar month's notice of termination was normally required.

Accordingly on the 1st September 1959 the defendant wrote to the plaintiff enclosing a cheque for $190 to cover the period up to the 19th September 1959, assuming, no doubt, that this would cover the full calendar month's notice required by the plaintiff.

On the 3rd September 1959 the plaintiff returned the cheque indicating that the tenancy was a monthly one determinable by one month's notice and advising the defendant that a notice to vacate the premises in question should be written immediately and despatched with a cheque for $300 to cover the month of September 1959.

The defendant, however, did nothing relying apparently on his letters of 20th August and 1st September 1959 and vacated the premises on the 8th September 1959.

The short question for decision is as to whether the letter of the 20th August 1959 giving notice of the defendant's intention to quit the premises on the 15th September 1959 is a good and valid notice to quit. That the defendant subsequently in his letter of the 1st September extended the date to the 19th September does not, in my view, affect the position.

Putting the question in another way, can the defendant determine his monthly tenancy in the middle of a current month of the tenancy or must it be at the end of it?

It is well established that in a monthly tenancy the period of the notice to quit, in the absence of special agreement, must correspond with the length of the tenancy and must determine at the end of a periodic month from the commencement of the tenancy. If authority is required see *Queen's Club Garden Estates Limited* v. *Bignell*(1), *Precious* v. *Reedie*(2) and *Lemon* v. *Lardeur*(3).

Here in my opinion the notice to quit dated the 20th August 1959, which must, of course, be strictly construed, was clearly invalid. By the wording of his notice the defendant purported to bring the tenancy to an end on the 15th September extended later to the 19th September 1959. In doing so he was attempting to do something which he had no power to do and although it may well have been that he misunderstood the plaintiff's letters of the 24th August and 3rd September 1959 and failed to appreciate the position that would not cure the defect because in the words of Lord Greene M.R. in *Hankey* v. *Clavering*(4) at p. 330: "the document was never capable on its face of producing the necessary legal consequence". It failed to comply with one of the conditions which the law prescribes namely, that where the tenancy is a monthly one it should expire at the end of a month from the date of the commencement of the tenancy.

It helps not at all to say how much I regret having come to this decision in the circumstances of this particular case and while I have every sympathy with the defendant in his predicament arising out of what may be thought to be a mere technicality, the law permits of no other answer.

In view of the decision of the Court of Appeal in *Lemon* v. *Lardeur* to which I have referred *Simmons* v. *Crossley*[5] on which considerable reliance was placed by the defendant, can no longer be regarded as good law.

The case of *Khoo Soo Cheow* v. *Kam Teik Sean*[6] further relied on by the defendant can also no longer, in my view, be regarded as good law in the light of more recent authority.

In the result the appeal must be allowed with costs. Deposit to appellant.

Appeal allowed.

Solicitors: *R. C. H. Lim & Co.; Allen & Gledhill.*

TEOH SOO TOK v. PUBLIC PROSECUTOR

[A. Cr. J. (Rigby J.) September 20, 1960]

[Penang — Criminal Appeal No. 27 of 1960]

Dangerous Drugs Ordinances, 1953, s.2 — What constitutes Indian Hemp — Question of Evidence.

The appellant was charged with unlawful possession of more than 40 lbs. of Indian Hemp and was convicted and fined $1,000 or 6 months imprisonment in default of payment. It was argued for the appellant that although the substance found on the appellant formed a part of a species of a plant or plants known as CANNABIS SATIVA it did not constitute the finished product known as Indian Hemp as defined in section 2 of the Dangerous Drugs Ordinances 1953.

Held: (1) the mere fact that the plants were of a species known as cannabis sativa did not justify the inference that they were Indian Hemp within the meaning of the Ordinance;

(2) although he was in possession of something from which Indian Hemp might be constituted or manufactured, there was no adequate evidence upon which he could properly be convicted of unlawful possession of Indian Hemp or an ascertained quantity of Indian Hemp.

CRIMINAL APPEAL.

David Choong for the appellant.

L. A. Massie (Deputy Public Prosecutor) for the respondent.

Rigby J.: This case was well argued by Mr. David Choong, who appeared as counsel for the appellant. At the conclusion of the hearing I allowed the appeal and set aside the conviction and fine, stating that I would give my reasons in writing for so doing. I now proceed to do so.

The appellant, a Chinese fisherman, was charged with unlawful possession of 40 lbs. 1 2/5 ozs. of Indian hemp. He was duly convicted and fined $1,000, or six months' imprisonment in default of payment.

The brief facts of the case were that at about 6.30 a.m. on the morning of the 23rd June, 1960, a party of Customs Officers raided the premises of the appellant at Tanjong Tokong Village. In a shed at the back of the house they found a cardboard carton and a gunny sack, both containing a quantity of matter subsequently produced in evidence, both in the trial Court and before this Court. One of the Customs Officers asked the appellant what it was and the appellant replied that it was something he had picked up out of the sea and brought home. In a room in the house a further quantity of the same substance was found in a paper packet. A cautioned statement was taken from the appellant a few hours later the same day. In that statement he said that he had seen a gunny sack floating in the sea. On examining it he found it to contain a substance which he thought to be grass. He brought it home and put it in the shed. He could not explain how the paper packet containing a similar substance had got into a room in his house and he thought that one of his children might have put it there.

The substance in question was considered to be Indian hemp and the appellant was duly prosecuted and convicted on this charge of possession of Indian hemp.

The matter or substance produced in evidence has all the appearance of a quantity of dried earth or earth mould mixed with twigs and dried up pieces of leaf.

Indian hemp is defined in section 2 of the Dangerous Drugs Ordinance, 1952, to mean:—

> "The dried flowering or fruiting tops of the pistillate plant Cannabis Sativa, L., from which the resin has not been extracted, under whatever name they may be designated in commerce."

The argument put forward by Mr. Choong, both in the lower Court and before this Court, was that although it may well be that the substance found formed part of a species of a plant or plants known as Cannabis Sativa, there was no sufficient evidence that it constituted what I may describe as the finished product known as Indian hemp. In my view, that contention was well founded. The evidence of the Chemist was hardly convincing. He said that he had carried out tests which satisfied him that the exhibits were from the plant known as Cannabis Sativa. But his evidence is, to my mind, open to the construction that because the plants were of the species known as Cannabis Sativa, then it followed as a necessary inference or consequence that they were Indian hemp within the meaning of the Ordinance. No evidence was given by him that they were pistillate as distinct from staminate plants, nor was any test carried out or evidence given by him as to whether or not the resin — assuming they contained resin — had, in fact, been extracted. With regard to the exhibits themselves the Chemist said:—

> "The exhibits may have a few stems. I cannot tell how much is stem and how much is flowering tops. There are also leaves."

In the absence of cross-examination and in the ordinary case, no doubt the evidence of the Chemist would reasonably and properly have been held to be sufficient to satisfy a Court that the substance found was Indian hemp. But in the particular circumstances of this case and having regard to the nature and purpose of the cross-examination I do not consider that his evidence was conclusive on this issue. The argument raised by Mr. Choong may well seem to have been of an unduly technical nature. But his contention was that from the homogeneous mass of